DOCUMENTATION

3. COUNSEL'S OPINION LETTER

NCBL COMMUNITY COLLEGE OF LAW 4545 South Drexel Blvd. Chicago, Illinois 60653 (312) 624-1480

December 28, 1984

Mrs. Vernice Sanders, Vice President Sable Community Broadcasting Corporation 711 Church Street Hobson City, AL 36201

RE: TITLE OPINION

Dear Mrs. Sanders:

Having thoroughly examined the lease between Sable Community Broadcasting Corporation, Tenant and Mr. Cleve Holloway, Landlord entered into December 25, 1984 for Radio Studio and Transmitter, Tower and Antenna use; I hereby certify the following:

-that Sable Community Broadcasting Corporation, Hobson City, Alabama interest in the site is as a legally valid lease holder for a period of twelve years with an automatic renewable clause for an additional six years.

that Sable Community Broadcasting Corporation, legal interest does include the right to construct, maintain, operate, and remove Broadcast apparatus owned by Sable Community Broadcasting Corporation from premises upon termination of the lease.

If you need further assistance, do not hesitate to contact me.

Sincerely

David E. Hammond, President

DEH/bt

DOCUMENTATION

4. LEASES

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| STATE | OF | ALABAMA |) |
|--------|------|---------|---|
| | | |) |
| CALHOU | JN C | COUNTY |) |

TOWER AND STUDIO LEASE AGREEMENT

This Lease made this 25TH day of DECEMBER, 1984 by and between

CLEVE HOLLOWAY hereinafter called "LANDLORD" and SABLE COMMUNITY BROADCASTING

CORPORATION, hereinafter called "TENANT".

WITNESSTH:

Landlord leases to Tenant and Tenant rents from Landlord, for, primarily, use of Radio Studio and, secondarily, for use of Tower, transmitter, and antenna, and in consideration of the covenants herein contained on the part of said Tenant to be kept and performed, the said Landlord does hereby demise and lease to the said Tenant the following described property, to-wit:

The dwelling and surrounding lands for a distance of 200 yards in any direction from said premises being situated upon the Girl Scout Building off Park Avenue, Township 15 South, Range 7, East, in Calhoun County, Alabama.

To hold the said premises hereby demised unto the said Tenant from the 25th day of <u>December</u>, 1984, to the 25th say of <u>December</u>, 1996, the said Tenant paying therefor the rent of <u>one dollar</u> per month. Said rent shall be paid on or before the 1st day of each month to the Landlord herein or such other party as said Landlord may, in his discretion, designate or appoint to receive such rent.

OCCUPANCY AND USE

The premises shall be used primarily for Radio Station Operations and Tower use and for no others except with written permission of Landlord. Tenant agrees not to use or permit the use of the premises for unlawful or immoral purposes. Tenant agrees to keep the premises clean, sanitary and in good order.

ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Tenant may make any alterations, additions, improvements or changes in the premises, interior or exterior, or to the equipment and fixtures needed to construct, maintain, and operate proposed Radio Station without written consent of the Landlord. Said alterations, additions or improvements shall remain okay at the conclusion of the term of the lease.

ASSIGNMENT

The Landlord hereby agrees to keep the entire exterior portion of the premises in good repair and maintenance, except that the Tenant shall be responsible for all upkeep of the grounds. Tenant shall give sufficient notice to the Landlord of necessary repairs and the Landlord shall have a reasonable time to make same.

UTILITIES

The Tenant agrees to pay all charges for electricity, gas, telephone service and any and all other utilities when and as they come due.

NON LIABILITY OF LANDLORD

This agreement is made upon the express condition that the Landlord shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of Tenant, its agents or employees, or third persons, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by Tenant in connection therewith, and Tenant hereby covenants and agrees to indemnify and save harmless the Tenant from all liabilities, charges, expenses (including counsel fees) and costs on account of or by reason of any such injuries, liabilities, claims, suits or losses however occurring or damages growing out of same.

Tenant further agrees to indemnify and save harmless the Landlord from any claim or loss by reason of the Tenant's use or misuse of the demised and from any claim or loss by reason of any accident or damage to any person

or property happening on said premises.

The Tenant will save the Landlord harmless from any liability

by reason of personal injuries to any person or persons on or about said

premises, and agrees that it will carry indemnity insurance as against the

said liability in the sum sufficient to secure the interest of all parties

hereto.

SUBORDINATION

This lease shall always be subordinate to any mortgage now or hereafter placed against the property on which the premises are located, and the Tenant agrees to execute such documents as are necessary to complete such subordination, or in lieu thereof, Tenant appoints Landlord Tenant's agent irrevocably to execute such documents as are necessary to complete such subordination.

TENANT'S PROPERTY

If, upon the termination of this lease or abandonment of the premises by Tenant, Tenant may remove property on the premises. Tenant may remove tower, antenna, transmitters, and other studio equipment.

LANDLORD'S RIGHT OF ENTRY

Landlord shall have the right to enter the premises at all times which are necessary to make needed repairs, and this right shall exist whether or not Tenant or other occupant shall be on premises at such time.

FIRE AND CASUALTY

If the premises are damaged by fire or other casualty, Landlord may cause the damage to be repaired and the rent will be abated for such period of time as premises remain untenantable, but if the premises are destroyed or so damaged that Landlord shall decide that it is inadvisable to repair same, this lease shall cease and terminate, and rental shall be adjusted to the date when such fire or casualty occurred. Tenant agrees to release Landlord from any and all claims for loss, damage or inconvenience arising from such fire or casualty.

DEFAULT CLAUSE

If the Tenant shall fail to pay the rent or any other charge required to be paid by the Tenant, or if the Tenant shall breach any of the terms of this lease or the rules attached hereto or enacted from time to time, then as to every default or breach, except non-payment of rent, the Landlord may give the Tenant thirty (30) days' written notice thereto, and if such default has not been cured within such thirty (30) day period, then the Landlord may give the Tenant ten (10) days' notice of the termination of this lease, and this lease shall expire accordingly and the Tenant shall remain liable as hereinafter provided. In case of default by the Tenant in the payment of rent, the notice shall be a ten (10) day notice provided by Statutes of the State of Alabama, and the Landlord shall have such rights as is provided by such statutes. If the premises become vacant or abandoned, this lease shall expire and terminate and the Landlord may re-enter and take possession or may take possession in the manner provided by law. In case the Landlord shall recover possession of the premises, the Landlord may, but shall not be required to remove property of the Tenant and store the same at the Tenant's expense, or he may dispose of said property, and the Tenant agrees that in no respect shall the Landlord be responsible in damages for any action in entering said premises or removing and disposing of Tenant's property, with or without process of law. Notwithstanding anything stated herein, the Tenant agrees that whether possession is taken or this lease is cancelled by the Landlord, the entire unpaid balance of rent shall accelerate and immediately become due and payable and the Tenant shall be responsible for all costs, including attorneys fees incurred by the Landlord in and about enforcing this and any other provision of this lease.

In the event of a default by Tenant, Landlord shall not be required to return any part or portion of the security deposit, but the Landlord may either retain the security deposit as liquidated damages or retain the security deposit and apply it against actual damage sustained by Landlord by reason of Tenant's default. The retention of the security deposit shall not be the only remedy to which Landlord is entitled but Landlord shall have all recourse against the Tenant provided by this lease and by law, and all remedies shall be cumulative and non-exclusive. Tenant agrees to pay Landlord's reasonable attorney fees and expenses incurred in and about enforcing any of the terms

of this lease, in collecting past due rent, and in and about recovering possession from Tenant, should the services of an attorney be retained by Landlord in so doing.

ABANDONMENT

In the event any installment or rent shall not have been paid within twenty (20) days of its due date and the Tenant shall not have been physically present on the premises during such period of time, it shall be conclusively deemed (and the Tenant so agrees) that the premises have been abandoned regardless of whether or not any of Tenant's possessions remain on the premises, and in such event, the Landlord may take possession without process of law, without in any way being responsible to Tenant for damages, trespass, unlawful entry, or any matter or thing whatever by reason thereof, and the Landlord may, at Landlord's option, in the event of such abandonment, declare the lease terminated. This right on the part of the Landlord shall be in addition to and not exclusive of all other rights and remedies provided by this lease and by law.

QUIET ENJOYMENT

In the event that Tenant pays the rent as provided for herein and otherwise performs all of the covenants and conditions to be performed by the Tenant and abides by all of the rules and regulations as set forth herein and referred to, Tenant shall have peaceful and quiet enjoyment of all the demised premises for the term of this lease.

OPTION

The Tenant herein shall have the automatic option to renew this lease for a further term of six (6) years beginning January, 1, 1996 and ending January 1, 2002 payable at the rate of \$1.00 per month and under the terms and conditions enumerated herein. All other terms and conditions of this lease agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this lease the day and year first above written.

LANDLORD-CLEVE HOLLOWAY

WITNESS:

Simulitte Signis

MRS. VERNICE SANDERS

VICE PRESIDENT OF SABLE COMMUNITY BROADCASTING CORPORATION-TENANT

DOCUMENTATION

5. FINANCIAL LIABILITY

Information pointing to the adequacy and continuity of financial resources for long term operational support.

5. Information pointing to the adequacy and Continuity of financial resources for long term operational support.

a. HOUSING FOR RADIO STATION AND TOWER

A local businessman has pledged his support by renting Sable Community Broadcasting Corporation Studio and Tower space for \$1.00 a year for a period of twelve years with an automatic renewable option for an additional six years at \$1.00 per month.

Needless to say, granting us the above space use in kind is a resource adding to our development.

b. FURTHER OPERATIONAL SUPPORT

We have hired a Development Officer who will be involved in fundraising to support the station. Fundraising will include the following:

- 1. PAYROLL DEDUCTION
- 2. COMMUNITY FUNDRAISING-RADIOTHONS, DANCING, AND SKATING PARTIES
- 3. UNDERWRITING FROM LOCAL MERCHANTS
- 4. CHAMBER OF COMMERCE SUPPORT
- 5. FOUNDATION GRANTS
 - a. COMMISSION ON RELIGION AND RACE
 - b. SELF DEVELOPMENT OF PEOPLE
 - C. CAMPAIGN FOR HUMAN DEVELOPMENT
 - d. FORD FOUNDATION
 - e. MARBLE FOUNDATION
- 6. BECOMING CORPORATION FOR PUBLIC BROADCASTING QUALIFIED
- 7. ALABAMA STATE COUNCIL ON THE ARTS FUNDING
- 8. LOCAL CHURCH SUPPORT
- 10. SETTING UP ENDOWMENT FUNDING TO ENSURE LONG TERM ECONOMIC DEVELOPMENT.

Based on the information offered we feel that we meet the standard of demonstrating adequacy and continuity of financial resources for long term operational support-beyond the ten years required by NTIA.

We are involved in institution building within the Black Community-that the only way to ensure its survival-"we will be here for lifetimes".

OTHER DOCUMENTATION

6. LETTERS OF SUPPORT

TOWN OF HOBSON CITY ALABAMA

HOBSON CITY, ALABAMA PHONE 831-0441

COUNCILMEN .

ROBERT CONLEY Street Committee

December 24, 1984

ROBERT PYLES Sanitary & License

ARTIS CLAYTON
Traffic & Police Committee

MARY EVANS Recreation

LEE YOUNG Water Committee

Mrs. Maudine J. Holloway, President
Sable Community Broadcasting
Corporation
711 Church STreet
Hobson City, Alabama 36201

Re: Funding For Radio Station

Dear Mrs. Holloway:

This letter confirms that the City of Hobson City, Alabama will fund Sable Community Broadcasting Corporation the sum of \$35,000.00 as a match for receiving the NTIA grant to establish a Black Educational Community owned and operated Radio Station in Hobson City, Alabama.

Funding is contingent upon Sable Community Broadcasting Corporation receiving funds from the U. S. Department of Commerce-National Telecommunications Information Assistance Administration, Washington, D. C.

Hobson City applauds your efforts to engage in the development of minorities and this minority city. If we can be of further assistance, do call on us.

SINCERELY,

MAUDE SNOW, MAYOR

National Association For The Advancement of Colored People



ANNISTON AND CALHOUN COUNTY BRANCH: RT. 4, BOX 85-A ANNISTON, AL 36201

PHONE W · 236-2285 H · 237-7195

January 5, 1984

TO WHOM IT MAY CONCERN:

This letter is written in complete support of an Educational Minority Radio Station in this area. We have struggled here with problems and progress unique to the Black Community with very modess means of Public Communication. With economic growth hampering our community we need a national network that will keep them informed and inspired involvement. This station can make this and so much more possible for the Black Community, as well as a great awareness to the white community. Our people need a voice. Please give this proposal your favorable consideration. Mrs. Holloway has proven to be a very capable and relaible person in this community with many years of experience in serving the community behind her.

Thank you for giving me this opportunity to express my support to this proposal.

Sincerely,

President

BEALYER REALTY AND INSURANCE CO., INC.

"WE SELL THE EARTH AND INSURE ANYTHING ON IT" 512 WEST 15TH STREET

ANNISTON, ALABAMA 36201

OFFICE PHONE 236.4465

RESIDENCE PHONE 235.1477

January 10, 1984

Mrs. Maudine Holloway 611 Church St. Hobson City, AL 36201

Dear Mrs. Holloway:

Re: Black Educational Radio Station

This letter comes both as an endorsement of your efforts to set up a Black radio station and a pledge of support to those efforts.

The idea of a Black radio station has been brought up on several occassions during my residence here in Anniston, namely, all my life. Whereas I was never involved, I always felt such would be beneficial not only to the Black community, but the entire community.

To learn of your efforts of setting-up a Black radio station, and more importantly, one with a major emphasis on education, I feel the reality of a Black radio station is now possible.

Knowing of the professionalism and managment practices with which you have made the Community Enabler Developer, Inc., a success, I am confident that your efforts with the radio station will be no less a success.

If I can be of any assistance, please let me know.

Sincerely,

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Hansler A. Bealyer



DISTRICT COURT OF CALHOUN & CLEBURNE COUNTIES 1411 GURNEE AVENUE ANNISTON, ALABAMA 36201

NATHANIEL D. OWENS

January 11, 1984

OFFICE: 236-2558 Home: 820-4037

To Whom It May Concern:

This letter is written for two purposes. First to state the necessity for an educational radio system to address the special needs of the Black community. Secondly, to express my personal support for the management of this system to be in the hands of my friend and co-worker Maudine Holloway.

Calhoun County has an adult population of over 15,000 Black citizens, yet I am the only county wide elected official. Many of the citizens that have never taken part in the mainstream of this communities cultural and governmental activities would have become involved if we could communicate. We have a county where there is no print media nor broadcast media directed toward the Black community. In this day and time that is a shameful statement. An educational media that gains the attention and respect of any segment of the population has an opportunity to have a positive impact from the bottom to the top.

Mrs. Holloway and I go back to days in the past when I served as Assistant District Attorney and worked with her and others on the Committee of Unified Leadership. Her skills at managing situations and people set her apart from her peers in this State. She has my utmost support.

Hon. Nathaniel D. Owens

NDO/pdh

DEACONS

BRO. LONNIE GULPEPPER, CHM BRO. W. M. ALEXANDER BRO. JEXIE HUNTER BRO. PRESTON CATHEY

FINANCIAL SECRETARY MRS. HAZZL KIMBLE

'n

MOUNT ZION BAPTIST CHURCH

COR. 2ND ST. AND WALNUT AVE.
ANNISTON, ALABAMA 36201

REV. CLEVELAND JONES, PASTOR

210 WEST 2ND ST. -- PHONES: OFFICE 236-7061, HOME 831-1988
MODERATOR

RUSHING SPRINGS DISTRICT ASSOCIATION
MRS, ROSE STRICKLAND
DIRECTOR: DEPARTMENT OF CHRISTIAN EDUCATION
ALABAMA BAPTIST STATE CONVENTION

TRUSTEES

BRO. JAMES TINBLEY, CHM
BRO. BOADIE BULLIVAN
BRO. PRESTON CATHEY
BRO. JOHN A. JOHNSON
BRO. ROBERT STINSON
BRO. WILLIE DICKERSON

January 5, 1984

Mrs. Maudine J. Holloway, Director Community Enabler, Inc. 114 West 17th Street Anniston, AL 35201

With reference to our conversation and the information you gave me concerning the proposed Radio Station that is in the "planning stage" for Hobson City, and its surroundings. May I intermate that I am very pleased to know your interest in such an undertaking. I feel you are well qualified to lead such an adventure. I am sure if the F.C.C. grant that concession to Hobson City, that your expertise with and behind the project will undoubtablely become a most successful business, and will render a needed service to the City and the Citizens in the area.

It has been my good fortune to have worked with you in many civic and business efforts for the good of our town and community, and with your dedication and experience as director of The Community Enabler, I pledge to you and your associates any needed assisstance you think we can render.

My very best wishes as you move forward with the project.

My very best wishes always,

Cleveland Jones Pastor Mt. Zion Baptist Church

RISING STAR UNITED METHODIST CHURCH

224 Church Street

HOBSON CITY, ALABAMA (205) 831-2455

HARVEY HALE Pastor MAJOR SMITH Chairman of Adm. Boar-

January 4, 1984

Mrs. Maudine J. Holloway Community Enabler Developer, INc. 114 West 17th Street Anniston, Alabama 36201

Dear Mrs. Holloway,

I am writing this letter to express our excitement over the idea of a Radio Station. We are in full support of a station and look forward to working with you and the Board.

Sincerely,

Harvey Hale

Pastor

TOWN OF HOBSON CITY ALABAMA

HOBSON CITY, ALABAMA PHONE 831-0441

COUNCILMEN

ROBERT CONLEY Street Committee January 6, 1984

ROBERT PYLES Sanitary & License

ARTIS CLAYTON
Traffic & Police Committee

C & Police Committee

Recreation

LEE YOUNG
Water Committee

TO WHOM IT MAY CONCERN:

I am writing this letter in full support of a Radio Station in Hobson City.

As Mayor, I pledge my full support. It is my honest belief that we would have the support of not only Hobson City but surrounding areas as well. We have no public communication that comes out of the Black Community. So much of our history is lost because of this. The Educational value is immeasurable for both the Black and White community. We further need it for the purpose of bringing about Black cultural understanding and appreciation among other races. This will be a giant step in education.

Mrs. Holloway has always been interested, and work d hard to promote educational community progress. She has always worked hard to bring about changes that would be upgrading to this community and Its people.

If this project is funded, Mrs. Holloway has the ability to manage, and create the kind of working relationship with surrounding communities that would cause the station to benefit not only Hobson City, but others as well.

We urge you to please give this application your consideration.

Sincerely

Willie M. Snow

Mayor



Home Phone 237-4454

SWAIN CONSTRUCTION CO., INC.

GENERAL CONTRACTOR

2004 DUNCAN AVENUE
ANNISTON, ALABAMA 36201

January 12, 1984

Mrs. Maudine J. Holloway Executive Director c/o Community Enabler Developer, Inc. 114 West 17th Street Anniston, Alabama 36201

Dear Mrs. Holloway,

I am now making my support for an Educational Radio Station official. In my conversation with you I have already expressed the need for Blacks to have their own lines of communication. We, as businessmen, for the past 25 years have been forced to use whatever was available and to say that it has been limited is putting it mildly. Our story in business or in life has never been exposed to the other communities in its real way. This will enhance our community both Black and White. We are beside you all the way.

Sincerely, Sincerely,

Calvester Swain

THE CONSOLIDATED PUBLISHING COMPANY, INC.
PUBLISHERS OF

The Annistan Star

"Alabama's Largest Home-Owned Newspaper"
P. O. BOX 189 • PHONE (205) 236 1551

ANNISTON, ALABAMA 36202

January 6, 1984

To whom it may concern:

I have known Mrs. Maudine Holloway for approximately 10 years and have observed her leadership and involvement in a wide variety of civic and social activities during that time. I have complete confidence in her ability, sincerity and integrity.

Mrs. Holloway's presence as the key person in the planned Hobson City educational radio station ensures that all financial and other business matters relating to the project will be handled with scrupulous efficiency and honesty. Her name lends credibility and promise to the venture.

incerely

Paul M'. Rilling

Associate Editor



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ANNISTON CITY SCHOOLS

POST OFFICE BOX 1500

ANNISTON, ALABAMA 30202 205/237-9531

January 4, 1984

BOARD OF EDUCATION
MRS. NAN HALL, PRESIDENT
MRS. MAUDINE HOLLOWAY, VICE PRESIDENT
MRS. CHRISTINE CALLAHAN
MR. NATHANIEL DAVIS
MR. JERRE FORD

Board of Directors FCC Administrative Services Division Supply Section B-10 1919 M Street, N W Washington, D. C. 20554

Gentlemen:

The purpose of this correspondence is to indicate to you my support of the application of Mrs. Maudine Holloway for the operation of a Radio Station in Hobson City, Alabama.

There is a real need for a communications network that will provide educational information to the total Calhoun County area relating to minority culture. If we are ever to achieve harmony and understanding in our community, we must be knowledgeable of the history of the various ethnic groups that make up our community. This proposal will provide the mechanism for accomplishing that goal.

I enthusiastically support this application and I encourage your favorable consideration of same.

Sincerely

Supe/rintendent

JVS : hซ



Haven United Methodist Church

1504 BROWN AVENUE ANNISTON, ALABAMA 36201 Watt T. Washington, Minister

> Church 237-0943 Parsonage 237-0491

January 4, 1983

Mrs. Maudine J. Holloway Community Enabler Developer, Inc. 114 West 17th Street Anniston, AL 36201

Dear Mrs. Holloway,

This letter comes in support of a Minority Radio Station. One of the greatest things that could happen to the Black Community is to have ownership in a communications system and especially in this community where space is so limited. We have no direct channels of communication from the Black community. I urge you to move forward with this application. I can assure you of the support of this congregation. With all of us working together and putting God first, this dream can become a reality.

Peace, Hope, and Love,

Washington W. T. Washington

Minister

OTHER DOCUMENTATION

7. PROGRAM GUIDE

| | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | SUNDAY |
|-------|------------|----------|-----------|----------|----------|----------------------------------|--------|
| 6:00 | | | | | | | 1151 |
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- A blend of easy-listening Black music, coupled with MORNINGS live interviews, news, weather, current events, economi data. (Adult Emphasis) - A blend of up-lifting Gospel, Inspirational, Poetry, an REVELATIONS Verse. (Senior Citizen Emphasis) - Mixed blend of Jazz, Gospel, Blues, R&B, Pop, and Music That Contempary (Young/Older Emphasis) I Like - Jazz (Big Band, Commercial, Electronic, Swing, Bop) Legacy - Current/Recent Top-Ten, Soul/R&B. (Teen Emphasis) Times - Old tunes of the past days. Music Revisited